

The words "duly recorded" in this section do not apply alone to deeds recorded within the six months' period, since such a construction would strip a curative act of all its meaning. A deed, though not giving the day of its execution and the day and month of its acknowledgment, upheld under this section and sec. 103. *Eden St. Bldg. Assn. v. Lusby*, 116 Md. 177.

An. Code, 1924, sec. 91. 1912, sec. 89. 1908, ch. 259. 1910, ch. 588 (p. 64). 1912, ch. 85. 1914, ch. 259. 1916, ch. 151, sec. 1A. 1918, ch. 396, sec. 1A. 1920, ch. 354, sec. 1A. 1922, ch. 544, sec. 1A. 1924, ch. 431, sec. 89. 1927, ch. 590, sec. 91. 1929, ch. 546, sec. 91. 1931, ch. 312, sec. 91. 1933, ch. 50, sec. 91. 1935, ch. 472, sec. 91. 1939, ch. 44, sec. 91.

107. Any assignment of any mortgage, which assignment has been heretofore executed and recorded, but which has not been sealed and in which no mention of any seal has been made or in which either of such defects, or any mortgage or assignment of mortgage sworn to or not sworn to at all, shall be and they are hereby made valid to all intents and purposes, as if said mortgage or assignment of mortgage had been in such matters in full conformity with the law in force at the time of such execution, provided, that any such mortgage or assignment of mortgage is in other respects legal and valid; and provided, further, that nothing in Sections 103 and 107 shall affect the rights of any *bona fide* purchasers or creditors, without notice, who become so prior to June 1st, 1939.

This section is substantially the same as art. 66, sec. 31.

Cited in *In Re Universal Storage & Transfer Co.*, 4 F. Supp. 425.

Miscellaneous.

An. Code, 1924, sec. 92. 1912, sec. 90. 1904, sec. 86. 1888, sec. 83. 1886, ch. 236.

108. In any deed executed after the 7th day of April, 1886, of any real or personal estate, the words "die without issue," or "die without leaving issue," or "have no issue," or any other words which may import either a want or a failure of issue of any person in his lifetime, or at the time of his death, or an indefinite failure of his issue, shall be construed to mean a want or failure of issue in the lifetime, or at the time of the death of such person, and not an indefinite failure of his issue, unless a contrary intention shall appear by the deed.

This section referred to in construing art. 93, sec. 347—see notes thereto. *Gambrill v. Forest Grove Lodge*, 66 Md. 35 (dissenting opinion). And see *Bradford v. Mackenzie*, 131 Md. 336.

Cited but not construed in *Erb v. Grimes*, 94 Md. 106.

For a similar section applicable to wills, see art. 93, sec. 347.

An. Code, 1924, sec. 93. 1912, sec. 91. 1904, sec. 87. 1888, sec. 84. 1882, ch. 215, secs. 1 and 2. 1910, ch. 438 (p. 64).

109. In all cases where any railroad equipment and rolling stock, or other personal property to be used in or about the operation of any railroad shall be sold to any person, firm or corporation, to be paid for in whole or in parts by instalments, or shall be leased, rented, hired or delivered on condition that the said shall be used by the person, firm or corporation purchasing, leasing, renting, hiring or receiving the same, the title to the same to remain in the vendor, lessor, renter, hirer or deliverer of the same until the agreed-upon price of such property shall have been paid, such condition in regard to the title so remaining in the vendor, lessor, renter, hirer or deliverer, notwithstanding delivery to and possession by the other party, until such payments are fully made, shall be valid for all intents and purposes as to subsequent purchasers in good faith, and creditors; provided, the term during which the rent or instalments are to be paid shall not exceed